



**AGREEMENT**

*Between the*

**PEMI-BAKER COOPERATIVE SCHOOL BOARD**

*and the*

**PLYMOUTH REGIONAL EDUCATORS' ASSOCIATION**

*Plymouth, New Hampshire*

*School Year*

**2013 – 2014**

**2014 – 2015**

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## **PREAMBLE**

**AGREEMENT** entered into this \_\_\_\_ day of \_\_\_\_\_, 2013 by and between the **PEMI-BAKER COOPERATIVE SCHOOL BOARD** (hereinafter called the "Board") and the **PLYMOUTH REGIONAL EDUCATORS' ASSOCIATION** (hereinafter called the "Association").

## **WITNESSETH**

**WHEREAS**, the Board and Association recognize that the development and operation of educational programs of the highest quality for the benefit of the students and the community are common objectives which require for their effective attainment cooperation among the Board, the Superintendent, the Administration, and the Teachers and since these groups have the same ultimate aim of providing the best possible educational opportunity for all pupils enrolled in the schools,

**WHEREAS**, the Board, the Superintendent, the Administration, and the Teachers can best attain their common objectives if each utilizes the ability, experience and judgment of the others in formulating policies and making decisions that involve matters of mutual concern and which affect the quality of the Pemi-Baker Regional School District's educational program, and \*(This is a statement of philosophy and is not subject to the grievance procedure.)

**WHEREAS**, the Board and the Association have each negotiated in good faith, and

**WHEREAS**, the Board and the Association have reached certain understandings which they desire to confirm in this agreement,

**NOW, THEREFORE**, it is mutually agreed as stipulated in the aforementioned statements and as follows:

## **ARTICLE I - PRINCIPLES**

**A.** In order to achieve the professional goals of the Pemi-Baker Regional School District, a free exchange of views between the Board and the Association is desirable, proper, and necessary.

**B.** The Board and the Association agree to negotiate in good faith, in accordance with the procedures set forth herein, and consistent with appropriate statutes, to secure an agreement on school district policies and practices affecting terms and conditions of professional employment. The agreement so negotiated shall bind the Board and the Association and shall be reduced to writing and signed by the Board and the Association.

**C.** The chief executive officer is the Superintendent of Schools who is the Board's executive officer, professional advisor, and chief administrator of the schools. It is the duty of the Superintendent to exercise professional leadership by encouraging the professional staff to engage in the development of forward-looking proposals for study

*and adoption by the Board and the Administration in all matters pertaining to the improvement of the Plymouth Regional High School. (This is a statement of philosophy and is not subject to the grievance procedure.)*

## **ARTICLE II - RECOGNITION**

*A. For purposes of collective negotiations the Board recognizes the Association as the exclusive representative of all teachers of the Pemi-Baker Regional School District during the term of this agreement. The Association agrees to represent all teachers covered by the agreement without regard to membership in the Association.*

*B. The term "teacher", as used in this agreement, shall mean a professional employee of the Pemi-Baker Regional School District under contract for the school year whose position requires certification by the State Board of Education as a professional engaged in classroom teaching. The term "teacher" also includes all guidance personnel, librarians and media specialists. Superintendents, assistant superintendents, principals, assistant principals, psychologist(s), teacher aides, business administrators, or persons employed by the State Board of Education are excluded from the negotiation unit and from this definition of teacher.*

## **ARTICLE III -- SCHOOL BOARD AUTHORITY**

*The Board, subject only to the language of this agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the right, in accordance with applicable laws and regulations, to direct and manage all activities of the school district. The Board, on behalf of the District, is authorized to negotiate terms and conditions of employment and to enter into written agreements with recognized employee organizations. The parties understand that neither the Board nor the Superintendent may lawfully delegate powers, discretions, and authorities which by law are vested in them and this agreement shall not be construed so as to limit or impair their respective statutory powers, discretions, and authorities.*

## **ARTICLE IV -- ASSOCIATION RIGHTS**

*A. The Association will have the right to use school buildings at reasonable times, without cost, for meetings. Request for the use of the buildings will be made to the Principal in advance.*

*B. The Association will, upon request, be given an opportunity at building faculty meetings to present brief reports and announcements.*

*C. The Association will, upon request, be given a place on the agenda of the orientation program for all teachers.*

*D. The Association will have the right to post notices on its activities and matters of teacher concern in teachers' work rooms and shall continue to have the use of the teacher mail box systems.*

*E. Upon notification by an employee, the Board will deduct dues for the professional association and forward such deductions to the Association treasurer. On or before October fifteenth dues deductions will begin (See Appendix "C" for form). The Board shall be held harmless from any and all claims in connection therewith.*

*Any member of the bargaining unit who elects not to join the Association shall pay an agency fee of eighty-five percent (85%) of the dues of members. Such agency fees shall be deducted from the employee's salary beginning with the first pay period in October and transmitted to the Association monthly.*

*F. Upon notification by an employee, the Board will make deductions for a legally chartered credit union.*

*G. The Association may, with permission from the building Principal, use school equipment, normally used by teachers, for Association activities. However, expendable material will be at the expense of the Association.*

*H. Rights granted to the Association under this Article shall not, in the judgment of the Board, be disruptive or injurious to the Plymouth Regional High School, the students, the faculty or administration, nor in violation of any of the provisions of this agreement.*

*I. During the term of this agreement, the rights and privileges set forth in this Article shall not be granted to any other bargaining agent.*

*J. Requests under the provisions of this Article shall mean permission and shall be made to the building Principal or his/her designee.*

*K. The Association may request a place on the agenda of a regularly scheduled Board meeting. The Superintendent must be informed of the nature of the request at least seven (7) days prior to the meeting.*

#### **ARTICLE V --- NEGOTIATIONS PROCEDURE**

*A. On or before September fifteenth of the prior year in which this agreement expires, the Association may notify the Board of its desire to terminate or modify the terms and conditions of this agreement and shall submit, no later than October first, to the Board, its demands on negotiable items. The parties shall, no later than October first, meet, confer, and negotiate in accordance with the procedures set forth in RSA 273A and in a good faith effort to reach a mutual understanding and agreement.*

*B. The Negotiating Committee of the Board and the Negotiating Committee of the Association shall have authority to reach a complete agreement, subject to ratification by the Board and the qualified voting members of the Association covered by this agreement.*

*C. The Board agrees to help the Association to obtain such non-confidential information in its possession as is reasonably requested. For extensive studies two working days may be required.*

*D. Any agreement reached which requires the expenditure of public funds for its implementation shall not be binding upon the Board unless and until the necessary appropriations have been made by the voters of the District. The Board shall make a good faith effort to secure the funds necessary to implement said agreements.*

*E. Either party may utilize the services of outside consultants and may call upon professional and lay representatives to assist or represent it in negotiations.*

*F. Any agreement reached shall be reduced to writing and be signed by the Board and the Association. A copy of the Agreement shall be filed with the New Hampshire Public Employee Labor Relations Board within fourteen (14) days of the signing.*

*G. If, after discussion of all negotiable matters, the parties fail to reach agreement, either party may declare an impasse. In the event of an impasse, either party may request a mutually acceptable mediator for the purpose of assisting them in reconciling their differences and resolving the controversy on terms which are mutually acceptable. The mediator will meet with parties forthwith, either jointly or separately, in order to persuade the parties to resolve their differences and effect a mutually acceptable agreement.*

*H. If the mediator is unable to effect settlement of the controversy, either party may, by written notification to the other, request that their differences be submitted to fact finding. The fact finder will meet with the parties or their representatives, or both, forthwith, either jointly or separately, make inquiries and investigations, or hold hearings. Any such hearings will be held in closed session. The Board and the Association will furnish the fact finder, upon his/her request, all records, papers, and information in their possession relating to any matter under investigation by or in issue before the fact finder. If the dispute is not resolved prior thereto, the fact finder shall make findings of fact and suggest terms of settlement regarding the disputed matters submitted to him/her. The fact finder may make his/her report public.*

*I. The costs for the services of mediator and/or fact finder, including per diem expenses, if any, will be shared equally by the Board and the Association.*

*J. Determinations and/or recommendations under the provisions of Sections "G" and "H" of the Article will not be binding on the parties.*

*K. If, during the course of this contract, the Board adopts a, so-called, Mentoring Program, the Board shall notify the Association in order to negotiate the terms and conditions of employment in the program.*

## **ARTICLE VI -- TEACHER EMPLOYMENT**

*A. The Board will hire only those teachers who are certifiable by the New Hampshire State Department of Education for every regular teaching assignment. The exception*

*will be that this provision shall not apply in the instance where, in the opinion of the Superintendent, availability of personnel is critical, and an appropriate waiver is granted by the Department of Education.*

*B. Except in extenuating circumstances, teachers will be notified of their teaching assignment on or before the last day of the academic school year for the ensuing year. Under Article XIX Grievance Procedure, this will be grievable through Level Three.*

*C. Employment opportunities are defined as follows: all employee openings, be they new positions, replacements, transfers, or promotions. Said opportunities shall be adequately publicized by the Central Office in accordance with the following procedure. Notice of all teaching and co-curricular employment opportunities shall be posted in each faculty workroom for at least ten (10) school days or fifteen (15) calendar days, whichever occurs first, prior to posting outside the school district. The posting time may be waived if the principal declares a vacancy to be an emergency; the principal's decision is subject to the Grievance Procedure through Level III. In the event that an employment opportunity occurs during the summer recess, the Superintendent will inform the president and vice-president of the Association. Consideration will be given to certified applicants already employed by the Pemi-Baker Regional School District. Length of service in the Pemi-Baker Regional School District will be one of the factors weighed in the deliberations.*

#### **ARTICLE VII -- TEACHERS' RESPONSIBILITIES**

*A. The Association and its members recognize that each teacher has a professional responsibility to provide the best possible opportunity to each and every student. The Association agrees that a teacher's day is not necessarily coterminous with that of the pupil.*

*B. Teachers are expected to put in whatever time is necessary to carry out their professional duties, including faculty meetings, conferences with parents or students, extra help to students, open house, or conferences with the administration as required. Such meetings shall be of reasonable duration.*

*C. Except for duties which may be assigned by the Principal, the teachers' workday will begin fifteen minutes before the opening of school and will terminate one-half hour following the close of school. There may be one regularly scheduled teachers' meeting called by the Principal each month. However, special meetings may be called in cases of extenuating circumstances. (24-hour notice will be given except in cases of extreme emergency.)*

*D.*

*1. The normal daily schedule for one (1) teacher is five (5) teaching periods, 1 planning period, 1 assigned period, and 1 duty-free lunch. A teacher who has agreed to teach six (6) single periods or three (3) double periods shall have no assigned duty period. Part-time teachers who are contracted for 50% or more may be assigned a duty proportionately that is contiguous to their teaching assignment.*

*2. Under the Block schedule for 97/98 the normal two-week schedule for teachers is twenty-five (25) teaching periods, ten (10) planning periods, and five (5) duty periods and ten (10) duty free thirty (30) minute lunch periods.*

*Prior to the implementation of an alternative schedule, the Board and the Association agree to reopen negotiations to resolve issues relative to salary, teaching load, planning period, assigned duty, duty free lunch, AND length of school day.*

*E. No teacher shall sell textbooks, supplies, or other materials to be used in the teacher's class, unless it is a usual and customary practice without the written permission of the Superintendent or his/her designee.*

*F. The Board and the Association recognize that certain classes must be limited in size due to subject content, room capacities, or student safety, to provide the best educational opportunities for our students. The administration agrees to consult with the Association to determine appropriate class size. In determining maximum class size, students with Individual Education Plans may be double-counted (counted twice). Under Article XIX Grievance Procedure, this will be grievable through Level Three.*

*G. Notwithstanding any other provision herein, faculty at the alternative high school known as the POLA program may have hours assigned outside the standard hours herein, provided no more than 150 hours are assigned in any four (4) week period.*

#### **ARTICLE VIII -- SALARY**

*A. The basic salaries of teachers covered by this Agreement are set forth in Appendix A which is attached to and incorporated in this Agreement.*

*B. A teacher entering the school district shall begin on the appropriate salary track as determined by the Board upon the recommendation of the Superintendent.*

*C. A probationary teacher employed prior to February fifteenth of the school year shall receive a full year's credit on the salary schedule and if approved for appointment to the next school year, shall be moved to the next higher step on the salary schedule as of September first of the next school year.*

*D. The Superintendent shall continue to have the right to withhold, for just cause, all or part of any salary to which any employee covered by the Agreement may be entitled hereunder.*

*E. Co-curricular activities which the Board offers are not considered part of a teacher's normal duties and responsibilities. Qualified employees who may now, or in the future, contract with the Board to perform co-curricular service(s) are free to discuss their respective salaries and working conditions with the administration; except that no agreements shall be reached which are in conflict with the terms or conditions of the Agreement.*



*F. With the exception of co-curricular salaries (Appendix B) and consideration for equally qualified applicants already employed by the Pemi-Baker Regional School District (Article VI-C), the terms and conditions of the Agreement do not apply to co-curricular positions.*

*G. When the accumulated number of semester hours beyond the Bachelor's degree reaches the next level on the salary schedule, the teacher shall be placed on the track which reflects this accumulation of credits upon presenting evidence of same. Any condition which changes the status of an individual teacher during the school year, such as compensation for credits earned or the awarding of a degree will become effective on the ensuing school year and not at the time of the change. For budgetary purposes the Superintendent must be notified in writing by December first preceding the following school year of the probable change of track for individual teachers.*

*H. The Board may, at its discretion, allow an amount above a teacher's place on the schedule for outstanding service to the school.*

*I. In addition to deductions described elsewhere in this Agreement, the Board will provide payroll deductions to financial institutions of a teacher's choice. Teachers will pay a one-time fee of five dollars (\$5) at the time this is authorized by the teacher under this Article VIII Section I.*

#### **ARTICLE IX -- SPECIALTY POSITIONS**

<i>Position</i>	<i>Compensation</i>	
<i>Department Heads (6)</i>	<i>\$3,600</i>	<i>One day required in the week prior to the start of the teacher work year.</i>
<i>Instructional Coordinator</i>	<i>\$3,500</i>	<i>no assigned duty</i>
<i>Writing Center Director</i>	<i>\$1,500</i>	<i>no assigned duty</i>
<i>Freshman Team Teachers</i>	<i>4% of BA Base</i>	
<i>Sophomore Team Teachers</i>	<i>4% of BA Base</i>	

*Should any specialty positions be created during the term of this contract, the School Board and Association shall bargain in good faith with respect to remuneration.*

#### **ARTICLE X -- INCENTIVE FOR PROFESSIONAL GROWTH**

*A. Professional development is an important part of the teaching profession. Professional development activities may include (but are not limited to) courses, workshops, combinations of course/workshop, visitations, projects, or other types of activities as listed in the SAU #48 Master Plan for Staff Development.*

*B. Reimbursement for courses, workshops or other professional development activities will require prior approval of the Principal and the Superintendent of Schools by submission of the appropriate "Professional Development Approval/Reimbursement*

*Form.” To be eligible for reimbursement, a teacher must present to the administration a photocopy of a transcript or other acceptable documentation of successful completion of the activity. A teacher will not be reimbursed to the amount a grant-in-aid is received. Teachers will be reimbursed for courses/workshops within thirty (30) days of submission of the appropriate paperwork. The total annual allotment for all reimbursements for a teacher will not exceed, without prior approval of the Principal and the Superintendent, the total cost equivalent of nine (9) graduate credits at Plymouth State University. Funding will be limited to the amount budgeted. The Board agrees to budget \$41,955 for 2013 - 2015.*

*Additional guidelines for reimbursement for specific types of activities are listed below.*

*1. Course Reimbursement. The School District shall reimburse each teacher at the rate of Plymouth State University graduate credit courses for each credit the teacher may acquire beyond the Bachelor’s degree at an accredited college or university up to a maximum of nine (9) credits per year. No more than four (4) credits will be reimbursed during any one semester of the calendar year unless written permission is granted by the Principal and Superintendent. Allowable expenses for course reimbursement are registration fees and tuition. (Mileage reimbursement is not included.)*

*2. Workshop Reimbursement. Expenses which will be reimbursed are registration fees, lodging, meals, mileage and workshop materials.*

*3. Workshop/Course Reimbursement. If a teacher wishes to attend a workshop for which optional graduate college credit may be obtained for an additional fee, the teacher must indicate on the “Professional Development Approval/Reimbursement Form” at the time of initial request which option is being selected (workshop option or course credit option). If the workshop option is elected at the time of request for approval, reimbursement will include workshop-related expenses as listed above in (2) Workshop Reimbursement. If the optional graduate credit is elected at the time of request for approval, reimbursement will include workshop-related expenses (excluding mileage) and course-related expenses (including tuition). The agency awarding such credit must be an accredited degree- or credit-granting educational institution (college or university).*

*4. Courses or workshops that are run at the request of the administration to meet district or SAU curriculum goals will not be considered part of a teacher’s individual staff development reimbursement allotment. The cost for such SAU or district courses or workshops shall be budgeted above and beyond the usual and customary staff development reimbursement under this contract.*

## **ARTICLE XI -- LONGEVITY STIPEND**

*A. Teachers shall have added to their yearly contracts a longevity stipend which is calculated by the following formula:*

*For those teachers employed by the district from 4-9 years:  
The number of years employed in the district x \$50*

*For those teachers employed by the district for 10 or more years:  
The number of years employed in the district below 10 x \$50 PLUS  
the number of years employed in the district above 9 x \$75*

*Beginning in the contract year 1999/2000 the longevity will be figured as follows:*

*For those teachers employed by the district from 4-9 years:  
The number of years employed in the district x \$50*

*For those teachers employed by the district for 10 or more years:  
The number of years employed in the district below 10 x \$50 PLUS  
The number of years employed in the district 10 years and above x \$100  
retroactive to year 10*

*Total longevity compensation will be limited to \$2,000 per teacher.*

*B. The stipend will begin with the issuing of the fourth contract. The total longevity stipend will be listed as a separate item on the regular teaching contract.*

*C. The teacher will have the option of:*

- 1. Receiving half the longevity payment the first pay period in December and half in the last pay period of the contract year OR*
- 2. Receiving longevity payment throughout the contract year.*

## **ARTICLE XII -- SUBSTITUTES**

*The Board will maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call between 6:00 and 6:30 a.m. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher. The use of professional staff regular teachers as substitute teachers shall be only in emergencies.*

## **ARTICLE XIII -- STAFF EVALUATION**

*A. The parties recognize the importance and value of a procedure for assisting and evaluating the progress and success of both newly employed and experienced teachers for the purpose of improving instruction. The Summative Evaluation shall be utilized for the observation/evaluation of district teachers, the form of which will be agreed upon by the administration and faculty.*

*B. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The primary purpose of*

*observation is to improve instruction. Therefore, observations are to be followed up as soon as possible by a conference to constructively review the teacher's performance in an effort to improve the effectiveness of the teacher. Written supervisory reports of teacher observations will be prepared except during the first one month of employment.*

*C. Observation of probationary teachers*

- 1. A probationary teacher is any teacher who has taught for fewer than three consecutive years in the school district. A teacher who has taught three consecutive years in any other school in the state will obtain non-probationary status after teaching two years in this school district. The purpose of this section is to define a probationary teacher for the purpose of evaluation only.*
- 2. Observations of probationary teachers shall be conducted at least three (3) times during the school year.*
- 3. The written report of each observation shall be discussed in detail with the teacher within seven (7) school days after the observation. The teacher and observer shall acknowledge the review of all reports by affixing their signatures to each report prior to the filing of said reports. A signature does not necessarily mean agreement.*
- 4. No probationary teacher will be formally observed twice in the same day.*
- 5. Teacher observation during the last period on Fridays will be avoided unless circumstances make it necessary.*

*D. Normally all non-probationary teachers shall be observed once every other school year. The same observation procedures as detailed for probationary teachers shall be followed for non-probationary teachers.*

*E. In the event that the teacher feels his/her evaluation was incomplete or unjust, the teacher may put his/her objections in writing and have them attached to the evaluation report to be placed in his/her file of teacher evaluations within ten (10) school days of the post conference.*

*F. Any complaint regarding a teacher made to any member of the administration by a parent, student, or other person which may be used in any manner in evaluating a teacher shall be promptly investigated. The teacher shall be given an opportunity to respond to and meet with the person making the complaint in order that he/she may rebut the complaint. If the person making the complaint refuses to participate in this procedure, any and references to the complaint shall be removed from the teacher's file. The teacher shall acknowledge that he/she had the opportunity to review such complaint by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material, and the teacher's answer shall be reviewed by the Superintendent or his/her designee and attached to all copies.*

*G. During the first three (3) weeks of school, the administration shall orient all teachers new to the district regarding evaluative procedures and instruments.*

*H. In recognition of the concept of improvement, the Administration shall promptly notify a teacher in writing of any alleged deficiencies, indicate expected correction, and indicate a reasonable period for correction. In the event that a deficiency could result in termination of employment, copies of any notice to the teacher shall be promptly forwarded to the Association at the teacher's request.*

*I. A teacher will be given advance notice of the purpose of a meeting between the administration or School Board, parents or guardians, and that teacher.*

*J. No teacher shall be discharged, non-renewed, suspended, disciplined, reprimanded, adversely evaluated, reduced in rank or compensation, or deprived of any professional advantage without just cause. All information forming the basis for disciplinary action will be made available to the teacher and if the teacher so desires, to the Association. However, a first year or second year teacher may be nonrenewed in accordance with state law on probationary teachers, RSA 189:14-a.*

*K. Suspension*

*1. In accordance with RSA 189:31, 32, the Superintendent may suspend a staff member with pay, pending action by the Board. Such School Board action shall occur within thirty (30) days of the date of the suspension.*

*2. The Superintendent shall file written charges with the School Board and shall forward copies of the charges to the suspended staff member and, if the teacher so desires, to the Association.*

**ARTICLE XIV -- PERSONNEL FOLDER**

*A. It is recognized that there is to be only one personnel file for each teacher and it is located in the SAU office. Material may not be used against a teacher unless it is in the SAU personnel file and the teacher has received a copy of the material when it is placed in the file.*

*B. Each teacher will have the right upon request and in the presence of the Superintendent of Schools or his/her designee to review and copy the contents of his/her complete personnel file, with the exception of confidential references and recommendations. A teacher will be entitled to have a representative of the Association accompany him/her during such review.*

*C. The teacher will acknowledge the review of such material by affixing his/her signature to the copy filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material and that answer shall be reviewed by the Superintendent and attached to the file copy.*

*D. No anonymous or unsubstantiated material will be placed in a teacher's file. If any negative material is to be used against a teacher, the teacher has the right to review it before it is used and has the right to attach any comment to it.*

## **ARTICLE XV -- LEAVES OF ABSENCE**

### **A. Absences for Personal Illness and Illness in the Immediate Family.**

#### **1. Conditions**

*a. A full-time professional employee may be absent fifteen (15) working days each year without loss of pay during the school year subject to the conditions stated herein. The total number of allowable days leave may be used for personal illness or illness in the immediate family.*

#### **b. Immediate Family**

*The immediate family shall include the following members of the professional employee's household: wife, husband, and unmarried children. Exception to this definition shall be made for grandparents, spouse's siblings, married son, daughter, and the father, mother, brother, and sister of the professional employee or his or her spouse who permanently reside in the employee's household. Also included in the exception, a person who is not related to the professional employee but who permanently resides in his or her home and is considered a member of the immediate family (excluding those unrelated household residents whose major reason for residing in the household is to share expenses).*

*c. A full-time professional employee may accumulate up to one hundred twenty (120) days of allowable leave without loss of pay. Accumulated days may only be applied for teacher absences described above (in Item a) as personal illness or disability. Such absences will be deducted from accumulated leave after the days granted on an annual basis have been used.*

#### **d. Child Care**

*An employee who requests days to be absent for child care on a short term emergency basis because of illness or hospital confinement of the spouse shall be charged under illness in the immediate family.*

#### **e. Medical Emergency**

*In the event of critical illness to a member of the immediate family who is not a member of the household, an employee may be absent from his or her teaching duties under illness in the immediate family. The administration may request medical*

*documentation, and it shall be attached to the absence form when submitted to the Central Office.*

## *2. Medical Certificate*

*It is the responsibility of the professional employee's personal physician to diagnose illness or injury as it pertains to either the teacher or a member of his immediate family. Therefore, for any absence claimed under personal illness or illness in the immediate family which exceeds five (5) consecutive working days, the administration may request substantiation by a certificate from the attending physician indicating diagnosis and treatment.*

## *3. Worker's Compensation Injuries*

*An employee who is absent due to a work related accident or illness as defined in Worker's Compensation laws shall receive the net difference between Worker's Compensation payments and his/her full pay at his/her applicable salary rate. Such payment by the Board shall continue for a period of time up to the total number of sick days accumulated. These days will not be subtracted from accumulated sick leave. These benefits apply to a specific incident. They may not be applied on a second occasion for the same incident upon returning to work. The teacher shall notify the Superintendent's Office when benefits are being received.*

## *B. Absences for Personal, Business and Religious Observance*

*Teachers shall be entitled to a maximum of three (3) paid non-accumulating personal leave days as follows: conducting important affairs which cannot be accomplished at any other time or important Holy days. Except that, additional days, with or without pay, shall be at the discretion of the Superintendent, and such action by the Superintendent shall not be subject to the grievance procedures of the Agreement and excludes such things as social affairs, pleasure trips, and recreation. To be eligible for personal leave under this section, written notification shall (except in an emergency) be presented to the Principal at least two (2) days prior to any such personal leave.*

## *C. Absences for Professional Development*

*This schedule recognizes the fact that professional development is an important part of the teaching profession. Recognition of professional affiliations of teachers should be considered to the extent of two (2) non-accumulating days annual leave approved by the Principal, without loss of pay, for attendance at workshops, conventions, or for school visitations. Teachers must request permission from their Principal at least seven (7) days prior to leave unless there are extenuating circumstances. Each teacher will file with the Principal a general summary of the meetings attended within seven (7) days of said activity. Deadlines are established for the presentation of staff development proposals and authorization from the staff development committee regarding formal completion. The Association will assist in publicizing any such deadlines.*

*D. Absences for Death in the Immediate Family*

*A maximum of five (5) days leave without loss of pay or deduction of leave allowance shall be allowed for each death in the immediate family as defined (employee's household residence requirement waived). A death which requires the absence of a professional employee and is not covered under immediate family may be charged from the teacher's allowable leave.*

*E. Absences for Jury Duty*

*An employee called as a juror will be paid the difference between the fee he/she received for such service and the amount of earnings lost by him/her by reason of such service, based on the employee's regular daily rate.*

*F. Extended Leaves of Absence*

*1. All members of the professional staff who have been granted non-probationary status may apply for a leave of absence from their professional duties for a period of one school year, said leave to begin at the opening of school in September, in order that continuity of class work during the term may be insured, and renewal for one additional year, without salary or continuation of other employee benefits. Approval by the Superintendent of such requests is subject to the employment of a suitable replacement teacher and initial approval of the building Principal.*

*2. Extended leaves will be granted for the following reasons:*

- a. Military duty - exception - leave shall be granted to the full extent of military service.*
- b. Peace Corps, VISTA, Exchange Teacher, and Teacher Corps.*
- c. Participation in educational and/or public service.*
- d. President of NEA-NH.*
- e. An employee called to serve not more than a fourteen (14) day annual training tour of duty with the National Guard or Armed Forces Reserves will be paid the difference between his/her pay for such government service and the amount of earnings lost by him/her for reason of such service based on the employee's daily rate.*
- f. Other extended leaves may be granted at the discretion of the Board.*

*3. Maternity or Paternity Leave*

*a. Child-Rearing Leave.*

*Upon request a teacher will be granted a leave of absence for the purpose of caring for a newborn infant or for an adopted infant up to the age of 18 months. The leave shall be without pay. No step advancement on the salary schedule or credits towards tenure will be given for the duration of an annual leave. The teacher on leave will not earn or accumulate sick leave days.*



*The leave shall be for the requested length of time, but no longer than the remainder of the current year and from September 1 through June 30 of the following year.*

*b. Child-Bearing Leave.*

*A teacher who is pregnant shall be entitled to the extent of accumulated sick leave, upon request. Up to eight weeks of the accumulated sick leave may be used without certificate of disability by the attending physician. Use of accumulated sick leave beyond eight weeks shall be granted upon a physician's documented diagnosis of disability resulting from pregnancy, miscarriage, or child birth. Such leave will begin at any time between the commencement of her pregnancy and one (1) school year after the child is born. The teacher shall notify the Superintendent at least thirty (30) days prior to the date on which the leave is to begin, except in cases of emergency.*

*c. A teacher who is pregnant may continue in active employment as long as the teacher is able to adequately perform her duties and can supply medical evidence to insure her health and safety.*

*4. Upon return from a leave of absence the teacher will be assigned to substantially the same teaching assignment completed prior to the leave of absence. There shall be no loss of steps on the salary schedule, and the teacher shall advance to the next step on the salary schedule which corresponds to his/her placement prior to the leave.*

*5. The board reserves the right to review employee requests for an extension of benefits based upon unusual circumstances not covered by the contract in effect with an employee group and the Board. Any extension of contract benefits by School Board action shall be based upon the individual circumstances of the employee request and shall not be construed by the Association as a precedent binding future actions of the School Board.*

## **ARTICLE XVI -- SABBATICAL LEAVE**

*The granting of sabbatical leave to professional staff members is subject to the following conditions.*

*A. Sabbatical leave will not be granted for purposes of studying for another trade or profession or for the purpose of engaging in gainful employment, provided however, that a staff member on leave and undertaking a full-time program of graduate work shall be permitted to undertake compensable part-time teaching and/or accept a scholarship or fellowship stipend.*

*B. Teachers who have been employed for seven (7) consecutive years in the Pemi-Baker Regional School District may submit an application.*

- C. A sabbatical shall be for a full school year or for one-half school year (one semester).*
- D. A leave may be granted for full-time graduate study or educational research.*
- E. Application for leave shall be submitted in writing to the Principal and Superintendent on or before January fifth stating fully the purpose for which leave is requested. The Superintendent will then make recommendations to the Board. The Board reserves final judgment in granting any and all sabbaticals.*
- F. Sabbatical leaves, if granted, shall not exceed 1 teacher for every 25 full-time equivalent teachers.*
- G. A teacher granted a one-year sabbatical will receive one-half of the regular scheduled salary. A teacher granted a one-semester sabbatical will receive half salary.*
- H. A teacher granted a sabbatical agrees to return to the Pemi-Baker Regional School District for a period of not less than two (2) years.*
- I. Upon returning from sabbatical leave, an employee shall be restored to his/her former position or, after consultation with the teacher and with the teacher's approval, to a position of comparable status.*

#### **ARTICLE XVII -- SCHOOL CALENDAR**

*A. The Association and individual teachers may make recommendations to the building Principal for the ensuing year's school calendar. The Principal, in turn, will make the teachers' recommendations known to the Superintendent. The Board will make the final determination. The number of teacher days shall not exceed one hundred eighty-seven, except for the following: Director of Guidance, 207 days; Librarian, 199 days; Guidance Counselor, 197 days and any other position whose job description inherently requires additional days worked on a continual, annual basis beyond the school year. Of the 182 school days, 4 will be half days for students and half in-service days for teachers. The remaining 5 contract days will be in-service days. A minimum of one of the in-service days just prior to school opening shall be a day free of meetings.*

*In the event that the principal and the faculty mutually determine that four half-days are not required, the total number of teacher days shall decrease by the number of half-days eliminated.*

*Years without the 4 half days will be 185--180 school days and 5 in-service days.*

*B. Compensation for teachers beyond the number of days in their contract, up to a maximum of 20 days, will be at the per diem rate based on their current salary.*

*C. Whenever time permits, the Superintendent shall consult with the Association prior to making a calendar change.*

*D. In the event days must be made up due to inclement weather or other possibilities, the Superintendent will consult with the Association about possible dates to meet State requirements. The Board will make the final determination.*

#### **ARTICLE XVIII -- REDUCTIONS IN FORCE**

*A. It is agreed that the Board has the right to lay off teachers in order to adjust staff to the budget, enrollment, or changes in the curriculum.*

*B. A laid-off teacher is one whose contracted position has been eliminated or reduced because of lack of work, or funds, or under conditions where continuation of such work would be inefficient and non-productive.*

*C. In the event that it should become necessary for the School Board to reduce the number of teachers, the reduction, insofar as possible, will be effected through normal attrition.*

*D. If it should become necessary for the Board to further reduce the number of teachers, this will be done whenever possible in inverse order of service to the Pemi-Baker Regional School District. A teacher will not be laid off when there is a position for which he/she is certified, which is then held by a teacher with less service to the Pemi-Baker Regional School District. There can be extenuating circumstances where the level of the educational system will dictate that the foregoing sentences will not apply.*

*E. Laid-off teachers shall have the following re-employment rights:*

*1. Laid-off teachers will be considered for re-employment during the school year they are laid off plus the following school year and will be offered positions for which they are certified.*

*2. Such re-employment shall not result in loss of credit for previous years of experience.*

*3. No new or substitute appointment may be made while there are laid-off teachers available and certified to fill the positions.*

*F. Certification shall be determined by the Board, subject to challenge by any aggrieved teacher under the grievance procedure described in Article XIX.*

#### **ARTICLE XIX -- GRIEVANCE PROCEDURE**

*A. The parties acknowledge that it is more desirable for an employee and his/her immediately involved supervisor to resolve problems through free and informal*

*communications. Grievances which are not satisfactorily settled in an informal way shall be reduced to writing.*

*B. In order to establish a more harmonious and cooperative relationship among teachers, administrators, and members of the School Board which will enhance the educational program of the Pemi-Baker Regional School District, it is hereby declared to be the purpose of these procedures to provide a means for orderly settlement of differences, promptly and fairly as they arise, and to assure equitable and proper treatment of teachers pursuant to established rules, regulations, and policies of the district.*

#### *C. Definitions*

- 1. Any misapplication, misinterpretation, or violation of this contract, applicable Board policy or practice pertaining to the content of this contract, or applicable law shall be deemed a grievance.*
- 2. The term "supervisor" shall mean any principal or assistant principal responsible for the area in which an alleged grievance arises.*
- 3. "Association" shall mean the Plymouth Cooperative Education Association.*
- 4. "Aggrieved party" shall mean any person or persons in the negotiating unit filing a grievance.*
- 5. The date of the "alleged grievance" is that date when the event or condition constituting the grievance occurred or that date upon which the grievant knew or reasonably should have known of the event or condition.*
- 6. "Date of receipt" shall mean the date the item is physically received or three (3) days after it is mailed, whichever is earlier.*

#### *D. Procedures*

- 1. It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged. Failure to perform within the procedural time limits shall be deemed a waiver.*
- 2. A grievant shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination, or reprisal.*
- 3. A grievant shall have the right to be represented at any stage of the procedures by a person of his/her own choice.*
- 4. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.*

5. *Each supervisor shall have the responsibility to consider promptly each grievance presented to him/her and make a determination within the authority delegated to him/her within the time specified in these procedures.*

6. *The function of these procedures is to assure equitable and proper treatment under the existing laws, rules, regulations, and policies which relate to or affect the grievant in the performance of his/her assignment. They are not designed to be used for changing such rules or establishing new ones.*

7. *All grievances shall include the following:*

*a. the name and position of the aggrieved party;*

*b. the identity of the provision of the Agreement involved in said grievance;*

*c. the time when and the place where the alleged events or conditions constituting the grievance occurred;*

*d. the party responsible for causing said events or conditions, if known to the aggrieved party; and*

*e. a general statement of the nature of the grievance and the redress sought.*

8. *All records pertaining to a grievance will be kept separate from the grievant's personnel file.*

9. *Nothing herein shall be construed as limiting the right of a grievant to discuss the matter informally with any appropriate member of the administration and having the grievance informally resolved.*

#### **E. Level One**

*If the grievant is not satisfied with the informal disposition of his/her grievance, he/she shall within thirty (30) school days of the alleged grievance, or when the grievant could have reasonably known of the date of the alleged grievance, submit a written statement of the grievance to his/her supervisor. The supervisor shall submit a written response to the grievant within five (5) school days after the receipt of the written submission of the statement of the grievance. A copy of the decision will be forwarded to the Association.*

#### **F. Level Two**

1. *If the grievant is not satisfied with the disposition of his/her grievance at Level One, the grievant may, within five (5) school days of receipt of the supervisor's response, file an appeal to the Superintendent of Schools. The appeal papers shall include the statement, at the option of the grievant, of*

*specific objections to the supervisor's response; and a written statement, at the option of the supervisor, in support of the supervisor's decision.*

*2. Within ten (10) school days of receipt of the grievance by the Superintendent of Schools, the Superintendent or his/her designee shall schedule a meeting with the grievant in an effort to resolve the matter.*

*3. The Superintendent of Schools shall submit a written response to the grievant within fifteen (15) school days after the receipt of the grievance. A copy of the decision will be forwarded to the Association.*

#### **G. Level Three**

*1. If the decision of the Superintendent does not resolve the grievance to the satisfaction of the grievant, he/she may so notify the School Board in writing through the Superintendent within ten (10) school days of receipt of the Superintendent's decision.*

*2. The School Board shall meet with the grievant, Principal, and Superintendent at the next regularly scheduled School Board meeting and review the complaint. The Board shall, within ten (10) school days, submit its findings in writing to the grievant. A copy of the decision will be forwarded to the Association.*

*3. Certain clauses within this contract shall be grievable only through this Level Three: Article VI, Section B (notification of teaching assignment), and Article VII, Section F (confer on class size). These are the only items which stop at this level of the grievance procedure.*

#### **H. Level Four**

*1. If the grievant is not satisfied with the disposition of his/her grievance at Level Three, and the Association determines that the grievance is justified and that appealing it is in the best interests of the school system, it may submit the grievance for arbitration by written notice to the Board within fifteen (15) school days of receipt of the decision at Level Three. Arbitration shall be limited solely to grievances involving provisions of this Agreement.*

*2. Within fifteen (15) school days after receipt of the appeal by the Board, the Board or its designee and the Association will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the Board and the Association are unable to agree upon an arbitrator, or are unable to receive a commitment to serve within thirty (30) school days, a demand for arbitration shall be submitted by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association.*

3. *The arbitrator shall confine his/her decision to the application and interpretation of this Agreement. The arbitrator shall be without power to add to, modify, or vacate any of the terms of this Agreement or make any decision contrary to, or inconsistent with, the terms of this Agreement, or which violates any rule or regulation having the force and effect of law.*

4. *In an arbitration case, the costs for the services of the arbitrator, if any, shall be shared equally by the Board and the Association.*

5. *In a binding arbitration case, the decision of the arbitrator, made in accordance with his/her authority and jurisdiction under this Agreement, shall be binding upon the parties. Binding arbitration shall apply to all provisions of this Agreement unless otherwise so stipulated.*

## **ARTICLE XX -- HEALTH CARE AGREEMENT**

*2013 – 2014*

*2014 – 2015*

*School Year*

1. *HMO – Matthew Thornton – 92% of the appropriate single, two person or family premium.*
2. *Blue Choice Point of Service – 90% of the appropriate single, two person or family premium.*
3. *JY – the same dollar amount of the appropriate single, two person or family premium as it did in the year (2000 – 2001). The teacher shall absorb the cost of any premium increase.*
4. *Employees showing proof of other health care coverage not subsidized under PPACA, for the full year, shall receive the equivalent of fifty (50%) percent of a single Blue Choice annual premium prior to July 1.*
5. *Pharmaceutical Prescription Coverage Plan shall be the 10/20/45 plan. (Details – see Addendum One.)*
6. *Dental: 100% payment of a single premium for Delta Dental Option 13 (100%A, 70%B, 50%C, \$0 deductible, \$2,000 annual maximum) providing 365 day coverage shall be provided by the School District. A teacher may pay the difference between the single membership contribution of the district and the two person or family coverage if allowed by the insurance plan.*
7. *Pre-tax contributions: Section 125 accounts will be made available to bargaining unit members for the subscriber contribution of health insurance premiums. In addition to pretax deductions authorized by section 125 of the Federal Income Tax Guideline described elsewhere, the Board will provide pretax deductions for:*
  - a. *Childcare*
  - b. *Medical expenses not covered by insurance*
  - c. *Dental expenses not covered by insurance*
  - d. *Vision care not covered by insurance.*

8. *Life Insurance* – *Each teacher shall receive life insurance coverage equal to an amount of 1.5 times his/her annual salary, to a maximum per teacher of \$50,000, with double indemnity accidental death coverage.*

#### **ARTICLE XXI -- MAINTENANCE OF STANDARDS**

*Conditions and benefits of employment so designated below shall be maintained at the same level as at the signing of this agreement.*

*A. PREPARATION PERIOD: Teachers have one (1) period for daily planning.*

*B. LUNCH DUTY: Teachers have duty-free lunch periods.*

*C. TELEPHONE FACILITIES: Teachers will have telephones made available to them for use. At least one telephone should be maintained in a private area.*

*D. LUNCH ROOM FACILITIES: The teachers will have a separate private dining room located off the cafeteria.*

*E. FACULTY ROOM: Faculty room(s) will be provided that includes lockers, duplicating machine(s), soft drink machine, refrigerator, microwave oven, couches, chairs and tables that will be maintained by the school district.*

*F. ADMITTANCE TO SCHOOL FUNCTIONS: Teachers are admitted free to all functions sponsored by the Plymouth Regional High School.*

*G. PARKING: There will be no reserved parking except for handicapped (Section 504).*

*H. The District will provide reimbursement up to \$150 per year per teacher, up to a total amount of \$3,750 budgeted, for enrollment in a fitness class or health club. Said teacher receiving this benefit agrees to assign his/her rights to any reimbursement for the same from his/her health care carrier to the District.*

#### **ARTICLE XXII -- SICK-LEAVE BANK**

*A. The Board agrees to establish a sick-leave bank to cover employees in the event of a long-term illness. The sick-leave bank shall be administered by the Board.*

*B. Each employee wishing to participate and therefore be covered under this plan shall donate one (1) day from the fifteen (15) days he/she is allowed to accrue in a one-year period, to be deposited in said bank and such day to be deducted from the teacher's annual sick leave. Members may enroll as soon as they have a sick day to contribute. This procedure will be implemented by a form to be filed with the Superintendent of Schools no later than November 1.*



*C. A member shall become eligible to request extended benefits from the sick-leave bank after any incapacitating illness or disability of fifteen (15) working days, provided the member has exhausted all of his/her accrued sick leave.*

*D. Upon presentation of satisfactory medical evidence of disability or illness to the Board, a member may be granted up to twenty (20) days of sick leave from the sick-leave bank. Should the member be disabled after this time, he/she may request that his/her case be reviewed for additional days.*

*E. All unused days in the bank from the previous year will be carried forward, except that the total number of days shall not exceed in any one calendar year a number equal to three (3) times the number of full-time equivalent (FTE) teaching positions.*

#### **ARTICLE XXIII -- RETIREMENT STIPEND**

*A. Any full-time teacher employed by the Pemi-Baker Regional School District who is at least 55 years of age and who has taught in the District for at least 15 consecutive years preceding the June 30th date of his/her stated retirement year shall be eligible for a Retirement Stipend. Prior years of service to the Plymouth School District or Ashland School District shall be counted only for those persons who were employed by the Pemi-Baker School District during school year 1990-1991 as certified teachers.*

*B. Notice of one's intention to retire under this plan must be submitted in writing to the Superintendent of Schools no later than December 1st of the last full year of full-time employment. The Retirement Stipend request will be approved or disapproved by the Board on or before its first regular meeting in January. Disapproval shall be only for lack of eligibility. Up to three retirements shall be allowed under this plan per year. The Board shall have the discretion to allow additional retirements under the plan.*

*C. For each year of service prior to FY 03-04 \$1,000.00. For each year beginning 03-04 and thereafter, \$500.00 plus \$50.00 per day that the eligible employee (EE) does not use of said EE's 15 annual sick days and 3 personal days. Each EE may accumulate a maximum of 15 days per year. In order to participate, each EE must have ten years of service to the District.*

*Each EE, as of 6/30/03 shall be credited with \$1,000.00 for each year of service to the district prior to 7/1/03.*

*Notwithstanding any other provision in this Agreement, payment to an employee under Article XXIII shall be delayed until at least 120 days after the employee's retirement, in such amount as is necessary to prevent the school district from being assessed by the New Hampshire Retirement System under RSA 100-A:16 III-a.*

#### **E. Definitions:**

- 1. AGE = Teacher's age in years on June 30th of the last full year of teaching, i.e., June 30th of the year of retirement.*

*2. YEARS OF CREDIT = A teacher's number of contracts executed for active teaching. The count of consecutive years of employment will not be interrupted by personal leaves, sabbaticals, or staff reductions. Personal leaves and staff reductions will not, however, count as years of credit.*

*3. LAST SALARY = The amount earned in the last full school year of Pemi-Baker Regional School District employment. This is the annual salary which appears on the master contract salary schedule exclusively. Maximum last salary when utilizing the formula for implementation shall not exceed the respective degree column and step of the teacher's salary schedule.*

#### **ARTICLE XXIV -- BENEFIT CARRY-OVER**

*All teachers who were employed in the Pemi-Baker Regional School District for the 1990-91 school year and were employed in the Ashland High School or Plymouth AREA High School immediately prior to the establishment of the Pemi-Baker Regional School District will maintain all accumulated personal benefits (including but not limited to sick days, longevity, etc.) and eligibility for benefits (including but not limited to sabbatical, leave of absence, etc.).*

#### **ARTICLE XXV -- GENERAL PROVISIONS**

*A. The Board and Association agree that there shall be no discrimination and that all practices, procedures and policies of the school district shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, age, sex, domicile, or marital status.*

*B. Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, it shall be considered invalid and this Agreement, during its duration, shall be controlling. Substitutes are excluded from this contract.*

*C. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement.*

*D. Copies of this Agreement between the Pemi-Baker Regional School District and the Plymouth Cooperative Education Association shall be printed and distributed to all teachers now employed, hereafter employed, administrators, Board members, and the Association officers. All costs incurred shall be shared equally by the Board and the Association.*

*E. Written notice.*

1. Whenever written notice to the Board is provided for in this Agreement, such notice shall be addressed to the Pemi-Baker Regional School District, Old Ward Bridge Road, Plymouth, New Hampshire 03264, in care of Superintendent of Schools.

2. Whenever written notice to the Association is provided for in this Agreement, such notice shall be addressed to the Plymouth Cooperative Education Association, Old Ward Bridge Road, Plymouth, New Hampshire 03264, in care of President.

#### ARTICLE XXVI -- SAVINGS CLAUSE

If any provision of this agreement or any application of this agreement to any employee or groups of employees is changed by legislative action, by executive order, or by directive of the State Board of Education, or is held to be contrary to law by a court of competent jurisdiction, and a final determination had been made, then such provision or application shall no longer be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

#### ARTICLE XXVII -- DURATION OF AGREEMENT

This agreement shall become effective on the first day of July 1, 2013 and shall continue in full force and effect until and including the thirtieth day of June 2015 or until a new contract negotiated except as amended in writing by mutual consent of both parties.

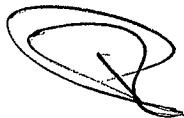
In the event a successor agreement is not reached, each teacher shall remain on the same salary step as in the final year of this agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties on

This 21 day of May, 2013.

PEMI-BAKER COOPERATIVE  
SCHOOL BOARD

By: Catherine E. Hahn  
Chairman



PLYMOUTH REGIONAL  
EDUCATORS' ASSOCIATION:

By: Amy Denny  
President

By: Troy Harris  
Negotiator

**APPENDIX A**  
**PEMI-BAKER REGIONAL SCHOOL DISTRICT**  
**SALARY SCHEDULE**  
**2013 – 2014**

*A salary step advancement for all teachers moving up a step on the salary schedule.*

**2013-2014**

	<b>BA</b>	<b>BA+15</b>	<b>MA/BA+36</b>	<b>MA+15</b>	<b>MA+30</b>	<b>MA+45</b>
<b>1</b>	35,930	36,880	37,858	38,861	39,892	40,949
<b>2</b>	37,646	38,645	39,668	40,719	41,799	42,906
<b>3</b>	39,447	40,491	41,564	42,666	43,797	44,957
<b>4</b>	41,331	42,427	43,551	44,706	45,890	47,107
<b>5</b>	43,308	44,455	45,632	46,843	48,085	49,357
<b>6</b>	45,376	46,580	47,813	49,081	50,382	51,716
<b>7</b>	47,546	48,806	50,100	51,428	52,790	54,188
<b>8</b>	49,819	51,140	52,495	53,885	55,313	56,779
<b>9</b>	52,199	53,584	55,004	56,462	57,959	59,493
<b>10</b>	54,696	56,144	57,634	59,159	60,728	62,337
<b>11</b>	57,320	58,830	60,388	61,988	63,632	65,317
<b>12</b>	59,355	61,652	63,287	64,963	66,686	68,452
<b>13</b>		63,656	65,344	67,074	68,853	70,677
<b>14</b>		64,682	66,397	68,156	69,963	71,816

**2014-2015**

	<b>BA</b>	<b>BA+15</b>	<b>MA/BA+36</b>	<b>MA+15</b>	<b>MA+30</b>	<b>MA+45</b>
<b>1</b>	35,930	36,880	37,858	38,861	39,892	40,949
<b>2</b>	37,646	38,645	39,668	40,719	41,799	42,906
<b>3</b>	39,447	40,491	41,564	42,666	43,797	44,957
<b>4</b>	41,331	42,427	43,551	44,706	45,890	47,107
<b>5</b>	43,308	44,455	45,632	46,843	48,085	49,357
<b>6</b>	45,376	46,580	47,813	49,081	50,382	51,716
<b>7</b>	47,546	48,806	50,100	51,428	52,790	54,188
<b>8</b>	49,819	51,140	52,495	53,885	55,313	56,779
<b>9</b>	52,199	53,584	55,004	56,462	57,959	59,493
<b>10</b>	54,696	56,144	57,634	59,159	60,728	62,337
<b>11</b>	57,320	58,830	60,388	61,988	63,632	65,317
<b>12</b>	59,355	61,652	63,287	64,963	66,686	68,452
<b>13</b>		63,656	65,344	67,074	68,853	70,677
<b>14</b>		65,724	67,467	69,254	71,091	72,974

*\*No teacher will be hired and placed on the salary schedule at a step higher than another teacher with the same number of years of experience.*

## **APPENDIX B**

### **CO-CURRICULAR COMPENSATION**

*Base salary for the current year is used for computing co-curricular compensation.*

#### **CATEGORY:**

- A. 15% of base salary**
- B. 12.5 % of base salary**
- C. 9% of base salary**
- D. 8% of base salary**
- E. 6.5% of base salary**
- F. 4% of base salary**
- G. 2.5% of base salary**

*Increment for categories A through F will be 0.5% with each year's experience to a maximum of 10 years (5%). Category G will be capped on experience after 5 years. All current advisors/coaches in these positions will be grandfathered up to 10 years experience. (Any teacher who currently has ten or more years experience in a particular co-curricular activity will be frozen at that level of longevity as their individual maximum.)*

*Completion of CPR/First Aid and American Coaching Effectiveness Program (ACEP) prior to commencing second contract for athletic activity*

*\$150 one-time stipend upon completion of CPR/First Aid*

*\$150 one-time stipend upon completion of ACEP*

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<b>A. 15%</b>	<b>Head Football Coach</b> <b>Theatre Director</b>
<b>B. 12.5%</b>	<b>Head Boys Basketball Coach</b> <b>Head Girls Basketball Coach</b> <b>Yearbook Advisor</b>
<b>C. 9%</b>	<b>Head Baseball Coach</b> <b>Head Softball Coach</b> <b>Wrestling Coach</b> <b>Fall Trainer</b> <b>Winter Trainer</b> <b>Spring Trainer</b> <b>Yearbook Advisor</b>
<b>D. 8%</b>	<b>Head Boys Track Coach</b> <b>Head Girls Track Coach</b>

*Field Hockey Coach*  
*Boys Ski Coach*  
*Girls Ski Coach*  
*Ski Jumping Coach*  
*Boys Soccer Coach*  
*Girls Soccer*  
*Student Council Advisor*

*E. 6.5%*

*Boys Cross Country Coach*  
*Girls Cross Country Coach*  
*Boys Tennis Coach*  
*Girls Tennis Coach*  
*Assistant Football Coaches (2)*  
*J.V. Football Coach*  
*J.V. Baseball Coach*  
*J.V. Softball Coach*  
*Assistant Wrestling Coach*  
*J.V. Boys Basketball Coach*  
*J.V. Girls Basketball Coach*  
*J.V. Field Hockey Coach*  
*J.V. Soccer*  
*J.V. Volleyball*  
*Musical Director*  
*Band Director*  
*Golf Coach*  
*Senior Class Advisor*  
*National Honor Society Advisor*

*F. 4%*

*Assistant Boys Track Coach*  
*Assistant Girls Track Coach*  
*Assistant Cross Country Coach*  
*DECA Advisor*  
*Coach of Football Cheerleaders & Organizer of Homecoming*  
*Junior Class Advisor*  
*Amnesty International*  
*Student Diversity*

*G. 2.5%*

*Coach of Basketball Cheerleader (J.V. And Varsity)*  
*Outing Club Advisor*  
*Newspaper Advisor*  
*Winter Carnival Advisor*  
*French Club Advisor*  
*Spanish Club Advisor*  
*FHA Advisor*  
*FBLA Advisor*

*Literary Magazine Advisor*  
*Close-Up Advisor*  
*Granite State Challenge*  
*STAFF*  
*National Vocational Honor Society*  
*Web Page Advisor*  
*Freshman Class Advisor*  
*Sophomore Class Advisor*  
*Yearbook Assistant*  
*Dance Club*  
*HOSA 2008-2009 – unpaid*  
*2009-2010 – paid & beyond*

**APPENDIX C**  
**PEMI-BAKER REGIONAL SCHOOL DISTRICT**  
**DUES DEDUCTION AUTHORIZATION FORM**

NAME \_\_\_\_\_  
(Please Print)

*I hereby authorize the Pemi-Baker Regional School District to withhold from my salary the sum of \$ \_\_\_\_\_ (total) for membership dues as follows:*

*For my membership in the Plymouth Cooperative Education Association, the sum of \$ \_\_\_\_\_ per year.*

*For my membership in the New Hampshire Education Association, the sum of \$ \_\_\_\_\_ per year.*

*For my membership in the National Education Association, the sum of \$ \_\_\_\_\_ per year.*

*For my contribution to NEA-NH PAC fund, the sum of \$ \_\_\_\_\_.*

*For my contribution to NEA PAC fund, the sum of \$ \_\_\_\_\_.*

*The sums thus to be deducted are hereby assigned by me to the Plymouth Cooperative Education Association and are to be remitted by the Pemi-Baker Regional District to the Treasurer of the Association and having done so, the Board shall be held harmless from any claim(s) in connection with the provisions of this Appendix. It is further agreed that the Board assumes no financial liability except to forward to the Association those funds which have been properly authorized.*

*This authorization and assignment shall continue in full force and effect until revoked by me. Such revocation shall be effected by written notice to the School District and the Association giving thirty (30) days notice prior to the end of the current year of my desire to revoke same.*

Signature \_\_\_\_\_ Date \_\_\_\_\_



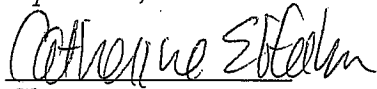
Appendix D  
Side Bar  
Agreements  
2013 – 2015

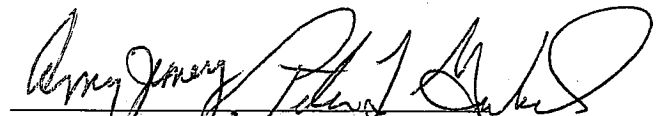
***Medical Insurance Study Committee***

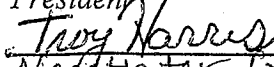
*The Parties shall form a study committee to meaningfully study Health Care Insurance, its cost and benefits, with a view toward reducing costs to both parties without significant reductions of benefits to the employees. The Association shall appoint 5 members and the Board 3 members, and the Board shall provide a facilitator who shall be agreeable to the Association. The Parties shall report their findings no later than September, 2014.*

***Department Head Study Committee***

*The Parties shall form a study committee to meaningfully study Department Heads, their role, their costs, and the benefits, including alternative/additional duties and compensation. The Association shall appoint 3 members and the Board 3 members, and the Association shall appoint a facilitator agreeable to the Board. The Parties shall report their findings no later than September, 2014.*

  
Chair

  
President

  
Negotiator for Association



Negotiator for School Board

#### Addendum One

1. Change the current 1/3/15 prescription plan to the 10/20/45 alternative plan.
2. All bargaining unit members will pay the first \$500.00 of prescriptions co-pays and deductibles.
3. A ten thousand dollar (\$10,000.00) pool, funded exclusively by the District, will be available to bargaining unit members for expenses above and beyond the \$500.00 threshold on approved prescriptions in the bargaining unit member's insurance plan. Bargaining unit members will submit proof of anticipated prescription expenditures exceeding the \$500 dollar out-of-pocket threshold to the Association President. District-provided CVS Caremark gift cards will be distributed to cover the cost of co-pays and deductibles for this/these prescription(s). The Association President shall be the intermediary between the District and the bargaining unit member in regard to the distribution of the gift cards. The names and prescriptions of bargaining unit members accessing this fund shall remain confidential between the Association President and the bargaining unit member. The Association President shall provide a HIPAA waiver form to members accessing the gift cards before distribution of the cards. The Association President may appeal to the District on a case-by-case basis for access to cards for members who meet the criteria for receiving a gift card but do not wish to sign the HIPAA waiver. The name of the bargaining unit member will not be disclosed in the appeal.
4. Once the ten thousand dollars is expended, all prescription co-pays and deductibles are the responsibility of the bargaining unit member.
5. Cards are on a first-come-first serve basis.